

1. Client Identification

Last Name First Name Middle Initial

Street Address

City Province Postal Code

Social Insurance Number Home Phone Number Business Phone Number

2. Receiving Institution Information

Olympia Trust Company

Courier Address:

4000 - 520 3 Ave SW
Calgary, AB T2P 0R3

Mailing Address:

PO Box 2581, STN Central
Calgary, AB T2P 1C8

Phone: 403.770.0001

Toll-Free: 1.877.565.0001

Fax: 403.668.8317

Email: rsptransferteam@olympiustrust.com

Olympia Contact Name

Client Account Number

Account Type

Non-Registered

☐ Corporate

☐ Individual

☐ Joint

Registered

☐ LIF

☐ LIRA

☐ LRIF

☐ LRSP

☐ New LIF

☐ Prescribed RIF

☐ RLIF

☐ RLSP

☐ RRIF

☐ RRIF Spousal

☐ RRSP

☐ RRSP Spousal

☐ TFSA

For Locked-In Account Use Only

New Brunswick Registration #: NBC0599

Québec Registration #: C-234-02

Olympia does not hold PEI-legislated accounts.

Locked-In Account Transfer Acknowledgement

Olympia Trust Company acknowledges that all locked-in funds from the registered plan noted in the Relinquishing Institution Information section below, will be transferred to the registered plan type noted and will continue to be administered in accordance with the governing pension legislation or contractual conditions of:

Governing Legislation (specify province or territory)

Any subsequent transfer of these locked-in funds to another trustee or financial institution will be made only to another registered plan which must continue to be administered in accordance with legislation of the jurisdiction noted. No transfer of locked-in funds will be permitted unless the receiving plan is appropriately registered and in compliance with the applicable pension legislation regulations and the *Income Tax Act* (Canada). Olympia appears on the Superintendent's List of Financial Institutions authorized to administer funds in the Jurisdiction noted.

Olympia Trust Company Authorized Signatory

Date

Mutual Fund Dealing Representative Information (if transfer includes mutual funds)

Name of Dealer

Mutual Fund Dealing Representative Number

Name of Mutual Fund Dealing Representative

Transfer of Mutual Funds: Canadian Transfers of Mutual Funds INTERMEDIARY CODE: OLYM

NOTE: Olympia Trust Company cannot accept mutual funds payable in US dollars. The transfer of mutual funds to Individual, Joint, or Corporate (non-registered) accounts is not permitted.

3. Relinquishing Institution Information

Institution Name

Client Account / Policy Number

Address (street, city, province, postal code)

4. Transfer Instructions

Transfer the following (choose **ONE** of the four options):

- 1) ☐ Full account transfer - in-cash (liquidate all assets).
- 2) ☐ Full account transfer - in-kind (transfer all assets and cash AS-IS). Complete a **Letter of Direction, Waiver & Indemnity - Transfer In-Kind**.
- 3) ☐ Partial account transfer - cash balance **ONLY**.
- 4) ☐ Partial account transfer - in-cash and/or in-kind as per the below. Please include a signed asset list if additional space is required.

If transferring any assets in-kind, complete a **Letter of Direction, Waiver & Indemnity - Transfer In-Kind**.

NOTE: Olympia Trust Company must be advised of any in-kind deliveries prior to the transfer being set up.

Choose one		Identify ONE of the below options			Fund Number or Stock Name
In-Cash	In-Kind	\$ Amount (NET)	# of Shares/Units	ALL	
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	

Transfer of Publicly-Traded Securities

Canadian Transfers of Registered Investments

FINS #7815 CUID: CRED ACCT #Q5K5AGHA DTC: 5009

Canadian Transfers of Non-Registered Investments

FINS #7815 CUID: CRED ACCT #Q5K5AJ1A DTC: 5009

5. Client Authorization

- i) I hereby request the transfer of my investment(s) as described above.
- ii) I understand it is my sole responsibility to ensure this form has been completed accurately and in full. Any omissions or errors may result in delays due to the rejection of the transfer by the other institution.
- iii) Where I have requested to transfer in cash, I authorize the liquidation of all or part of my investments and agree to pay any applicable fees, charges, or adjustments.
- iv) I understand all funds received in a non-Canadian currency will be converted into Canadian currency at the rate actually received by Olympia when such conversion occurs.

**SIGNATURE GUARANTEED AND
CERTIFIED TRUE COPY
OLYMPIA TRUST COMPANY**

*Olympia Trust Company
Authorized Signatory*

Best Practices for a speedy transfer:

- a) Providing a copy of your most recent statement will allow us to verify the transfer is complete.
- b) When transferring cash, liquidate specific assets prior to submitting the request.
- c) When transferring assets in-kind, the enclosed **Letter of Direction, Waiver & Indemnity - Transfer In-Kind** is required.

Name of Client (please print)

Signature of Client

Date (mm/dd/yyyy)

6. For use by Relinquishing Institution

Account Type

Non-Registered

- ☐ Corporate
☐ Individual
☐ Joint

Registered

- ☐ LIF
☐ LIRA
☐ LRIF

☐ LRSP

☐ New LIF

☐ Prescribed RIF

☐ RLIF

☐ RLSP

☐ RRIF (Qualified)

☐ RRIF (Non-Qualified)

☐ RRSP

☐ TFSA

☐ Spousal account

Last Name of Spouse

First Name of Spouse

SIN of Spouse

☐ Locked-In funds

\$

Amount

Governing Legislation

Contact Name

Phone Number

Fax Number

Authorized Signature

\$

Amount Transferred

Privacy Notice: In providing services to you, we receive non-public, personal information about you. We receive this information through the transactions we perform for you and may also receive information about you by virtue of your transactions with our affiliates and other parties. We will hold your personal information in accordance with our Privacy Policy, a copy of which may be found on our website at www.olympiustrust.com.

Client: _____ (“I” or “me”)
Olympia Account Number: _____ (“my Account”)
Olympia Account Type (<i>please specify</i>): _____

Olympia Trust Company (“**Olympia**”) and I are parties to a Declaration of Trust (the “**Trust Agreement**”) which governs my Account. In consideration of Olympia accepting the transfer of securities, mortgages and other investments (collectively, the “**Trust Assets**”), as detailed in the Transfer Authorization Form to which this Letter of Direction, Waiver & Indemnity (the “**Agreement**”) is attached, as assets of my Account, I hereby agree to the following terms and conditions and I acknowledge that this Agreement shall constitute an addendum to the Trust Agreement as if the following terms and conditions were set out therein:

1. I hereby direct Olympia to accept the Trust Assets as assets of my Account.
2. I represent, warrant, acknowledge and covenant to Olympia that:
 - (a) I have taken all action and have full power and authority to enter into this Agreement and this Agreement will not constitute or result in a material violation or breach of any agreement, judgment or court order by which I am bound;
 - (b) before signing this Agreement, I have been advised to and had the opportunity to seek independent legal, tax, financial or other professional advice with respect to this Agreement and each of the investments comprising the Trust Assets and have carried out such due diligence and made other enquiries to the extent that I deem necessary and appropriate as to the suitability of each of the investments comprising the Trust Assets in light of my personal circumstances;
 - (c) it is my sole and entire responsibility, and I have not, cannot and will not look to Olympia or any Trustee Entity for advice as to:
 - (i) if my Account is a Registered Plan Account, whether my investment in each of the investments comprising the Trust Assets is at “Arm’s Length” or if I am a “specified shareholder” of the issuer, mortgagor or hypothecator, as the case may be, of any of the investments comprising the Trust Assets, as such terms are defined in the Tax Act,
 - (ii) if my Account is a Registered Plan Account, whether my investment in each of the investments comprising the Trust Assets is a “qualified investment” and is not a “prohibited investment,” as such terms are defined in the Tax Act, and
 - (iii) whether my investment in each of the investments comprising the Trust Assets is suitable for me given my personal and financial circumstances.

Further, I understand and acknowledge that Olympia does not authorize any Trustee Entity or any other person to make such representations or give such advice on its behalf with respect to the above;

 - (d) I am solely responsible for determining the fair market value of each of the investments comprising the Trust Assets and Olympia has no obligation to and does not intend to verify such valuation or independently monitor any changes thereto;
 - (e) if my Account is a Registered Plan Account, I deal at “Arm’s Length” with the issuer, mortgagor or hypothecator, as the case may be, of each of the investments comprising the Trust Assets and I am not a “specified shareholder” of the issuer, mortgagor or hypothecator, as the case may be, of any of the investments comprising the Trust Assets, as such terms are defined by the Tax Act. I undertake to immediately advise Olympia in writing if my status as a “specified shareholder” or dealing with the issuer, mortgagor or hypothecator, as the case may be, of any of the investments comprising the Trust Assets at “Arm’s Length” changes; and
 - (f) my investment in each of the investments comprising the Trust Assets complies with all applicable securities laws and regulations;
 - (g) if any mortgage, hypothec or any interest in any mortgage or hypothec (each a “**Mortgage/Hypothec**”) is included in the Trust Assets, I am responsible for:
 - (i) any decision to retain legal counsel with respect to each Mortgage/Hypothec and, if such legal counsel is retained, am responsible for any instructions provided to such legal counsel,
 - (ii) the preparation of all loan and mortgage or hypothec documents relating to each Mortgage/Hypothec,
 - (iii) the filing of all documents required to be filed with the applicable land title registry in order to register each Mortgage/Hypothec,
 - (iv) ensuring that each Mortgage/Hypothec is a valid and properly registered encumbrance against the lands in such repayment priority position as I may determine,

- (v) any decision to obtain title insurance with respect to the registration of each Mortgage/Hypothec or any actual or potential defect with the lands and, if such title insurance is obtained, am responsible for ensuring that the amount of such title insurance is sufficient for its intended purpose, and
- (vi) any decision to obtain a survey of the lands encumbered by any Mortgage/Hypothec and, if such survey is obtained, interpreting the results of such survey and determining whether the results of such survey will adversely affect the value of the lands encumbered by such Mortgage/Hypothec;
- (h) if any Mortgage/Hypothec is included in the Trust Assets, I am solely responsible for ensuring compliance with all cost of credit and fair-trade disclosure requirements arising with respect to the loan secured by each Mortgage/Hypothec; and
- (i) if any Mortgage/Hypothec is included in the Trust Assets, I will provide Olympia with a copy of any document or documents relating to such Mortgage/Hypothec upon reasonable request by Olympia.

3. **If any Mortgage/Hypothec is included in the Trust Assets, I acknowledge and covenant to Olympia that, notwithstanding the registration of any Mortgage/Hypothec in the name of Olympia, it is my sole and entire responsibility to administer each Mortgage/Hypothec and I have not, cannot and will not look to Olympia, or any Trustee Entity, to perform any mortgage administration duties with respect to any Mortgage/Hypothec (collectively, the "Mortgage Administration Duties") including but not limited to:**

- (a) ensuring that there is adequate fire, property and other insurance in place with respect to the lands encumbered by any Mortgage/Hypothec;
- (b) maintaining any record of receipts, payments and disbursement made in respect of any Mortgage/Hypothec, including the calculation of any payout amounts;
- (c) taking any actions as may be necessary or desirable to collect amounts owing under any Mortgage/Hypothec;
- (d) giving notice to the mortgagor of any delinquency or default under any Mortgage/Hypothec;
- (e) investigating any delinquencies or defaults under any Mortgage/Hypothec and determine the advisability of initiating a Claim against the mortgagor or hypothecator with respect to such delinquency or default under any Mortgage/Hypothec; and
- (f) initiating, pursuing and defending any Claims made with respect to any Mortgage/Hypothec.

I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the performance or non-performance of the Mortgage Administration Duties.

4. Olympia covenants and agrees that Olympia shall forward to me by mail, facsimile or email:

- (a) copies of any notice received by Olympia with respect to the lands encumbered by any Mortgage/Hypothec that any fire, property or other insurance in place with respect to such lands has been cancelled or otherwise terminated; and
- (b) copies of any notice or other documentation received by Olympia relating to any Claims that may be initiated with respect to any Mortgage/Hypothec or the lands encumbered by any Mortgage/Hypothec,

within ten (10) calendar days of receipt of the same by Olympia.

5. **I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the reliance by Olympia and any Trustee Entity on this Agreement, the Transfer Authorization Form to which this Agreement is attached, any account statements from a relinquishing or other institution provided by me, or the information or covenants or agreements contained herein.**

6. **I agree that Olympia's liability to me with respect to the Trust Assets is limited to an accounting of actual amounts received by Olympia in respect of the Trust Assets, and in no event shall Olympia be liable for any other direct or indirect, incidental, consequential, exemplary, special or punitive losses or damages, loss of profits or economic loss that I may suffer, sustain, pay, or incur.**

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7. I hereby indemnify, defend and hold each Trustee Entity harmless from and against all Losses and Liabilities suffered, sustained, paid or incurred by such Trustee Entity, to the extent arising out of, relating to, or resulting from:

- (a) any breach of any representation, warranty, covenant or agreement made by me in this Agreement, or in any certificate, instrument or other document delivered by me pursuant to this Agreement; or
- (b) any negligence (whether sole, joint or concurrent), performance or non-performance, strict liability, misconduct or other legal fault by me with respect to the performance of the Mortgage Administration Duties or otherwise;

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even if in each such case such Losses and Liabilities are caused in whole or in part by the negligence (whether sole, joint or concurrent), strict liability or other legal fault of such Trustee Entity, except to the extent caused by or attributable to the gross negligence, willful misconduct or fraud of such Trustee Entity. I shall gross up any indemnity payment made pursuant to this Agreement by the amount of any income tax payable by the Trustee Entity in respect of that payment.

8. If my Account is a Registered Plan Account, I will provide at my expense and at any time, as Olympia may require, such independent information or opinions as deemed necessary by Olympia with respect to the continued status of each of the investments comprised in the Trust Assets as a "qualified investment" and not as a "prohibited investment," as such terms are defined in the Tax Act. In the event that any of the investments comprised in the Trust Assets is determined by Olympia to be not a "qualified investment" or is determined to be a "prohibited investment," Olympia is fully entitled to proceed with such actions and reporting that, in Olympia's sole opinion, are required under the Tax Act as a result. I understand and agree that in such event, adverse tax consequences may be suffered, and I confirm that I will assume full responsibility for such tax consequences.

9. In this Agreement:

- (a) "**Losses and Liabilities**" means, in respect of a Party and in relation to any matter hereunder, any and all:
 - (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) which such Party suffers, sustains, pays or incurs directly or indirectly, in connection with such matter and includes costs of legal counsel (legal fees and disbursements on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes Taxes payable on any settlement payment or damage award in respect of any such matter, and
 - (ii) liabilities and obligations (whether under common law, in equity, under applicable statutory or any other law; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on negligence, breach of trust, strict liability or any other theory of liability) which such Party suffers, sustains, pays or incurs directly or indirectly, as a result of or in connection with any such matter,

including any and all incidental, consequential, exemplary, special or punitive losses or damages, loss of profits and economic loss suffered, sustained, paid or incurred by such Party;

- (b) "**Claim**" means any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;
- (c) "**Party**" means me, any beneficiary under my Account and each Trustee Entity;
- (d) "**Registered Plan Account**" means an account established with Olympia that is a "registered plan" as such term is defined in the Tax Act;
- (e) "**Tax Act**" means the *Income Tax Act* (Canada);
- (f) "**Taxes**" means any and all applicable taxes and assessments, including any penalties and interest, as may be required under the Tax Act or similar applicable provincial legislation; and
- (g) "**Trustee Entity**" means each of Olympia and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.

10. In the event, and to the extent, of conflict between any of the terms of this Agreement and the terms of the Trust Agreement, the terms of this Agreement shall prevail.

11. The provisions of Sections 3, 5, 6, 7 and 9 shall survive the termination of or transfer out of my Account, the termination of my investment in any of the Trust Assets, and the resignation or revocation of the trusteeship of my Account by Olympia.

Name of Client (*please print*)

Signature of Client

Date (*mm/dd/yyyy*)